

REQUEST FOR QUOTATION  
BIDS TO BE SUBMITTED TO:  
DEPARTMENT OF PURCHASES  
27 WEST MAIN STREET, ROOM 401  
NEW BRITAIN, CT 06051

Bid No. 3543Issued: April 8, 2010Page 1 of 13 Pages

Sealed bids, subject to the conditions set forth on the second page hereof, will be received by the City Purchasing Agent until the time and date set forth. In compliance with all of the conditions hereof, the Bidder, whose name appears hereon, offers and agrees to furnish and deliver to the destination all of the commodities and/or services against which prices are quoted.

Prices Quoted Must be F.O.B. 245 & 365 Hartford Ave, Stanley Golf CourseNew Britain, CTDate of Bid Opening May 10, 2010 Time 11:00 AM

Delivery Required \_\_\_\_\_

Jack Pieper  
Purchasing AgentAmount of Bid Bond NoneBid No. 3543

Date Submitted \_\_\_\_\_

Delivery: \_\_\_\_\_ days after receipt of order

Terms: Cash Discount \_\_\_\_\_ % 30 Days

Net Cash \_\_\_\_\_ Days

Bidder \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Signature and Title

(Printed name of signer)

Bidder's Telephone Number \_\_\_\_\_

Bidder's Email Address \_\_\_\_\_

ITEM NO.	DESCRIPTION OF COMMODITIES AND/OR SERVICES	UNIT PRICE
1	<p>Furnish and deliver liquid propane from July 1, 2010 to June 30, 2011</p> <p>Selkirk weekly average price as published in the Thursday Butane Propane News (BPN), which would become effective on Friday of the same week as of April 30, 2010. (Price per gallon will change delivery pricing weekly effective 12:01 am each Friday.</p> <p><b><u>***Please include a Photo Copy of the BPN with Bid***</u></b></p>	\$ _____
2	Differential Over BPN	\$ _____
3	Total Price Per Gallon	\$ _____
4	<p>Service, Preventative Maintenance and Repairs of Propane Equipment at Various locations as describe in the Bid Specifications to include Transportation costs.</p> <p>Hour Rate</p> <p><b><u>****PLEASE SUBMIT BIDS IN DUPLICATE****</u></b></p> <p>Duration of the Bid Price (How long will bid price be held for) Number of Days? _____</p> <p>THE FOLLOWING MUST BE EXECUTED/COMPLETED AND RETURNED:</p> <p>1. Form Pur. 1 (Request for Quotation).</p> <p>2. Notices to Prospective Bidders, Pages 10-13</p> <p><b><u>BIDS WILL NOT BE ACCEPTED AFTER THE STATED BID OPENING DATE AND TIME.</u></b></p> <p><b><u>PLEASE NOTE THAT BIDS SUBMITTED CANNOT BE FAXED OR E-MAILED.</u></b></p>	\$ _____

**IMPORTANT - READ CAREFULLY BEFORE MAKING BID: CONDITIONS, BID TERMS AND INSTRUCTIONS**  
**CITY OF NEW BRITAIN CONNECTICUT -DEPARTMENT OF PURCHASES**

1. All bids must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the Bidder may attach a letter hereto which will be made a part of the bid. All bids must be submitted in duplicate in sealed envelopes clearly identified with the appropriate bid number.
  2. Bids and amendments thereto, or withdrawal of bids submitted, if received by the City after the date and time specified for bid opening, will not be considered. If any person contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the specifications, plans or other documents, he should submit a written request for an interpretation thereof to the City Purchasing Agent at least 10 days prior to scheduled bid opening. An interpretation of the bid invitation documents will be made only by addendum duly issued to each person receiving a bid invitation and/or holding plans. The City of New Britain will not be responsible for explanations or interpretations of bid invitation documents except as issued in accordance herewith. Note regarding addenda: Addenda shall be mailed via certified mail to all vendors listed on the City's list of plan holders. Addenda will be made available to those vendors downloading specifications from a website at that same website.
  3. Prices should be stated in units of quantity specified, with packing and delivery to destination and all other incidental charges included.
  4. The time of proposed delivery must be stated in definite terms. If time of delivery for different commodities varies, the Bidder shall so state.
  5. Samples, when requested, must be furnished free of expense to the City, and if not destroyed, will, upon request, be returned at the Bidder's risk and expense.
  6. Price Quotations must be stated in units of quantity specified, show unit pricing, include packing and delivery to destination and all other incidental charges included in the grand total price or bid may be rejected. In case of error in the extension of prices, the unit price shall govern.
  7. Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict Bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting bids on a commodity other than as specified, Bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. The City reserves the right to make final determination of equivalency.
- Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the City. If the Bidder does not indicate that the commodity he proposed to furnish is other than specified, it will be construed to mean that the Bidder proposes to furnish the exact commodity described.
8. Bidder declares that the bid is not made in connection with any other Bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. Abstracts of bids received are prepared for distribution by the Department of Purchases.
  9. Award will be made to the lowest responsible qualified Bidder, who shall be determined in accordance with and pursuant to Section 2-578, inclusive of the Purchasing Ordinances City of New Britain. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, and the delivery terms will be taken into consideration in making the award.
  10. Section 2-578, item 10, allows up to a ten (10) percent differential in favor of resident Bidders for all purchases and contracts except construction and/or capital improvements. Any city-based bidder, which has submitted a bid, shall be awarded the bid provided that such city-based bidder agrees to accept the award of the bid at the amount of the low bid. In a situation where no city-based bidder submits a bid or where a city-based bidder does not come within the ten (10) percent or chooses not to meet the lowest bid however, there are bids submitted by companies based in Connecticut and other companies based outside Connecticut, in that event the Purchasing Agent shall allow a five (5) per cent differential in favor of the Connecticut based bidder. If more than one Connecticut based bidder submits a bid of not more than five (5) percent higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the bidder who has submitted the lower/lowest bid shall be awarded the bid. A "Connecticut based bidder" shall mean a business with a legal principle place of business located within the State of Connecticut. A business shall not be considered a Connecticut based bidder unless evidence satisfactory to the purchasing agent has been submitted with the bid documents has a bona fide principle place of business within the State of Connecticut. For construction projects or capital improvements the lowest bidder shall be determined in the following order unless otherwise prohibited by applicable state and federal legislation. (1) For construction projects or capital improvements involving a total contract price of one million dollars (\$1,000,000.) or less any city-based bidder that submitted a low bid not more than eight (8) percent higher than the lowest bid, provided such city-based bidder agrees to accept the award of the bid at the lowest bid amount. (2) For construction projects and capital improvements of involving a total contract price of more than one million dollars (\$1,000,000.) but less than five million dollars (\$5,000,000.) any city-based bidder that submitted a low bid not more than four (4) percent higher than the lowest bidder, provided such city-based bidder agrees to accept the award of the bid at the lowest bid amount. For construction projects and capital improvements involving a total contract price of over five million dollars (\$5,000,000.) any city-based bidder that submitted a low bid not more than two (2) percent higher than the lowest bid, provided such city-based bidder agrees to accept the award of the bid at the lowest bid amount.
  11. The City reserves the right to award by item, groups of items or total bid; to divide the award; to reject any and all bids, in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the City will be served.
  12. Cash discounts may be offered by bidder for prompt payment of bills, but such discount will not be taken into consideration in determining the low Bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.
  13. Acceptance of a bid by the City is not an order to ship or a commitment to purchase the goods or services from the bidder.

14. Each bid is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all of the commodities and/or services described therein shall constitute a contract between the Bidder and the City, which shall bind the Bidder on his part to furnish and deliver the articles quoted at the prices stated and in accordance with the conditions of said accepted bid.
15. Any equipment delivered must be standard new equipment, latest model, except as otherwise specifically stated in bid. Where part or nominal appurtenances of equipment are not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
16. In event of default by the Bidder, the City reserves the right to procure the commodities and/or services from other sources and hold the Bidder liable for any excess cost occasioned thereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a proper reduction in price.
17. Where a bid bond is required, such bond must accompany the bid; it must be executed by a surety company licensed to do business in the State of Connecticut; or it may be in the form of a cashier's or certified check made out to the "Treasurer, City of New Britain". Said bond or check in the amount of Ten Percent (10%) of the total bid amount shall be given as security that, if the bid is accepted, a contract will be entered into and the performance guarantee properly secured.
18. The bid bond, cashier's or certified check shall be forfeited and the principal amount of said bid bond shall be paid to the City or said check shall be surrendered to the City as the agreed amount of liquidated damages in case of failure of Bidder to enter into contract as above described. The bid bond or check will be released or returned to the Bidder in case his bid is rejected. Bid bonds or checks from the three lowest bidders will be held for a period of 60 days after the bids are opened.
19. All contracts for goods or services where the contract price is more than \$50,000.00 will require a performance bond that must be executed by a surety company licensed to do business in the State of Connecticut in accordance with and pursuant to Section 2-702 inclusive of the Purchasing Ordinances of the City.
20. The Bidder guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopyrighted compositions, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Bidder is not the patentee, assignee or licensee.
21. The Bidder, where applicable, agrees to pay its labor force Prevailing Wage Rates and to comply to all Laws, Regulations and Ordinances regarding these wage rates and the recording of them set forth by the Connecticut Department of Labor and the City of New Britain Connecticut.

The City of New Britain, through its Purchasing Agent, is seeking competitive bids for the following commodity:

**LIQUID PROPANE DELIVERY AND RELATED SERVICES,  
FOR THE STANLEY GOLF COURSE**

Specifications for the product required follow. The Purchasing Agent reserves the right to divide the award and the right to reject any and all bids, in whole or in part, as best serves the interests of the City of New Britain. *SEALED BIDS ARE TO BE SUBMITTED BY THE DATE AND TIME SPECIFIED ON THE COVER SHEET TO: CITY OF NEW BRITAIN PURCHASING DEPT., ROOM 401, 27 WEST MAIN ST., NEW BRITAIN, CT 06051. BID ENVELOPE IS TO BE CLEARLY MARKED ON THE OUTSIDE WITH BID NUMBER AND NAME.*

**NOTICE TO BIDDERS:**

1. All delivery and any incidental charges must be included in the pricing. Delivery point and location of work to be completed is 245 and 365 Hartford Rd, New Britain, CT. All deliveries shall comply in every respect with all applicable laws of the federal government, state of Connecticut and the City of New Britain. Stated quantities are estimates only; no guarantee is given, express or implied, as to actual quantities to be ordered.
2. The City of New Britain is exempt from the payment of taxes imposed by the federal government and/or the State of Connecticut; such taxes shall not be included in the bid prices.
3. Exceptions to specifications must be clearly stated on a separate piece of paper.
4. Costs of licenses, fees and permits as may be applicable are the responsibility of the contractor.
5. Questions regarding the Purchasing process may be directed to Jack Pieper, Purchasing Agent, (860) 826-3402. Questions regarding technical specifications may be directed to John Napier, Golf Course Superintendent, (860) 826-3519.
6. Vendor insurance requirements are as follows:

Vendor shall agree to maintain in force at all times during which services are to be performed the following coverages placed with company (ies) licensed by the State of Connecticut which have at least an "A-" VIII policyholders rating according to Best Publication's latest edition Key Rating Guide.

		(Minimum Limits)
General Liability*	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations	\$2,000,000
	Aggregate	
Auto Liability*	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella* (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000

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\* "The City of New Britain and Consolidated School District" shall be named as "Additional Insured". Coverage is to be provided on a primary, noncontributory basis.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Workers' Compensation and WC Statutory Limits

Employers' Liability	EL Each Accident	\$100,000
	EL Disease Each Employee	\$100,000
	EL Disease Policy Limit	\$500,000

Original, completed Certificates of Insurance must be presented to the Purchasing Agent prior to purchase order/contract issuance. Vendor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy. Should any of the above-described policies be cancelled before the expiration date, written notice must be made to the City 30 days prior to cancellation.

Purchaser shall agree to submit proof of the following coverages placed with company(ies) licensed by the State of Connecticut which have at least an "A-" VIII policyholders' rating according to Best Publication's latest edition Key Rating Guide.

7. **HOLD HARMLESS AGREEMENT:** The Contractor, its agents and assigns shall indemnify and hold harmless the City of New Britain, including but not limited to, its elected officials, its officers, and agents, ("the City") from any and all claims made against the City, including but not limited to, damages, awards, costs and reasonable attorneys fees, to the extent any such claim directly and proximately results from the wrongful willful or negligent performance of services by the Contractor during the Contractor's performance of this Agreement or any other Agreements of the Contractor entered into by reason thereof. The City agrees to give the Consultant prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

8. Award will be made to the lowest responsible bidder, who shall be determined in accordance with and pursuant to Section 2-578 Items 1 through 11, inclusive, of the City of New Britain Code of Ordinances.

9. **SUBCONTRACTING:** The successful bidder may utilize the services of specialty subcontractors on those portions of the work which, under normal contracting practices are performed by specialty subcontractors. The successful bidder shall not award any portion of the work to a subcontractor without prior written approval of the City. The acceptance of any and all subcontractors shall reside with the City, and the City's decision shall be final. The successful bidder shall be fully responsible to the City for the performance, finished products, acts, and omissions of his subcontractors and persons directly or indirectly employed thereby.

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The successful bidder shall cause appropriate provisions to be included in all subcontracts relative to this project to bind subcontractors to the provisions of the Contract and these Bid Documents as applicable to work performed by the subcontractor on this projects; and appropriate provisions to give the City the same powers and authority over any subcontractor as it has over the Contractor under the provisions of said documents.

10. Addenda and Interpretations: No interpretation of the meaning of the plans, specifications or other Bid Documents will be made to any bidder orally. Every request for such interpretation should be made in writing addressed to the persons listed in section 5, and, to be given consideration, must be received at least ten days prior to the scheduled bid opening. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Bid Documents which, if issued, will be mailed by CERTIFIED mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purpose) not later than five days prior to the scheduled bid opening. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Bid Documents.

11. Submission of a bid in response to this solicitation indicates that the Contractor understands and agrees to the terms of this section. Contractor shall comply with City of New Britain Code of Ordinances, Section 2-580, provisions following, as may be applicable:

- (A) The contractor shall hire residents of the city to perform the necessary labor where possible. In the event the contractor is restricted by labor contracts, or the required specific skills are not available in the city, the contractor may hire tradesmen and laborers who reside outside the city.
- (B) In contracts for new construction of any public works project where the total cost of all work to be performed by all contractors and subcontractors exceeds four hundred thousand dollars (\$400,000) and in contracts for remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project where the total of all work to be performed by all contractors and subcontractors exceeds one hundred thousand dollars (\$100,000), all tradesmen and laborers hired to perform under the contract shall be paid at the prevailing rates for the same work in the same trade in the city and shall receive the fringe benefits normally offered at that time for the particular trade. "Prevailing rates" as used herein shall mean the latest rates published by the state labor department unless otherwise required to qualify for a federal grant pertaining to the contract.  
As used herein, the term "contractor" shall include the general or prime contractor and shall include subcontractors performing work under the contract.
- (c) All workers furnishing the goods and services in connection with the construction shall be properly classified as employees rather than independent contractors, causing them to be treated accordingly for the purposes of pay, benefits, workers' compensation insurance coverage, social security taxes and income tax withholding.
- (d) In contracts where the total cost of all work to be performed exceeds one hundred thousand dollars (\$100,000) and in all cases wherein one or more apprentices are employed, the employer shall be affiliated with a state-certified apprenticeship program.

- (e) If a contractor signing a contract required under this subsection is found to have violated the provisions of this contract, it shall, if already paid by the City, reimburse to the City one percent of the payment that would have otherwise been owed by the City for every count of violation found. If a contractor signing a contract required under this subsection is found to have violated the provisions the contract and it has not already been paid by the City, the City shall withhold from payment one percent of the payment that would have otherwise been owed by the City for every count of violation found. For these purposes, each day of violation and each worker affected shall be deemed a separate count. Each construction contract entered into by the city shall recite that the contractor understands and agrees to the terms of this section.
- (f) As used herein, the term "contractor" shall include the general or prime contractor and shall include subcontractors performing work under the contract.

12. The City may consider as irregular any bid on which there is an alteration of or departure from the Bid Forms hereto attached and at its option may reject the same. The City reserves the right to reject any Bid submitted that is not in full compliance with these Instructions to Bidders as being not responsive. The City also reserves the right to reject the Bid of any Bidder it considers not responsible.

13. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any and all bids if evidence submitted by or investigation of such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work or delivery the items contemplated therein.

14. The City shall not be held responsible for any misspellings, typographical errors, omission or conflicting information within the bid documents. If the Bidder finds any within the bid documents, the Bidder should contact the Purchasing Agent requesting clarification.

## **SPECIFICATIONS:**

### **SUBMISSION OF BIDS:**

Bids are to be submitted in duplicate for the total requirements of liquid propane delivered and metered as price per gallon. Annual Maintenance Charge must include all repair and preventative maintenance service charges, any emergency repairs and all parts, price submitted will be all-inclusive.

### **LOCATION/TANK SIZE:**

Stanley Golf Course Clubhouse  
245 Hartford Road  
New Britain, CT.  
Two (2) Five Hundred gallon in ground tanks.

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Stanley Golf Course Maintenance Building  
365 Hartford Road  
New Britain, CT  
One (1) Three Hundred Fifty gallon in ground tank.

Stanley Golf Course Driving Range  
365 Hartford Road  
New Britain, CT.

One (1) Three Hundred Twenty gallon under ground tank – To be installed sometime during August 2010

Tanks at the Stanley Golf Course are owned by the City of New Britain.

**QUANTITIES:**

Estimated quantity of 8,000 gallons or more per year is based on prior usage. It is understood and agreed that the contract shall cover the actual requirements of Stanley Golf Course whether usage is more or less than quantity estimated.

**DELIVERY:**

Liquid Propane shall be delivered in a metered truck equipped with a printed ticket.

The Contractor is required to make delivery of the entire quantity of fuel on an automatic delivery schedule based upon the tank size and upon industry wide “degree day” calculations. Failure to make complete deliveries in a timely fashion shall constitute a default on the part of the Contractor and shall subject the Contractor to penalties as set forth in Paragraph 10 hereof.

One copy of delivery tickets must be left at point of delivery, one copy must accompany invoice. All copies must be legible, and show signature of custodian receiving shipment. Invoices presented for payment will not be honored unless number of gallons for which billed and price per gallon are clearly stated on the invoice.

**REPAIRS/MAINTENANCE/EMERGENCY REPAIRS:**

Bids are to be submitted for hourly repair and preventative maintenance service charges, and any emergency repairs to include all parts as well as any transportation charges. **Price will be all-inclusive.**

In addition the contractor shall be available for on-call service for and repairs required for the systems. Emergency service shall be provided on a priority basis at no extra cost, except for approved overtime premium outside the normal workday, Monday through Friday, 8:00 AM – 4:00 PM shall be billed to the City as incurred. For after hours, Saturdays, Sundays and holidays, the contractor shall be on call 24 hours per day. Contractor must be available to make emergency service visit within 1.5 hours after the call for repair is made.



Maintenance and Repairs Service shall include all work but not limited to all piping, regulators, combination burners propane/fuel oil, furnaces, water heaters, igniters, restaurant appliances i.e. stoves, ovens and frylators.

**GENERAL CONDITIONAS/SPECIFICATIONS:**

Bid prices for liquid propane and service shall include all costs incidental to the loading, weighing and delivery into Stanley Golf Course tanks with labor, equipment, tools all parts and accessories thereto, to be furnished by the Contractor.

**BASIS OF PAYMENT:**

Payment for liquid propane shall be based on metered gallonage. One copy of delivery tickets must be left at point of delivery, one copy must accompany invoice. All copies must be legible, and show signature of custodian receiving shipment. Invoices presented for payment will not be honored unless number of gallons for which billed and price per gallon are clearly stated on the invoice.

Payment for repair, maintenance and emergency repairs will be at an hourly rate. All transportation cost will also be included in the hourly rate.

**PENALTIES:**

In the event the Contractor shall be in default with respect to delivery requirements as set forth above, or in the event that the Contractor fails to provide service/maintenance/emergency repairs as set forth in these Bid Specification, the Golf Course shall have the right to obtain liquid propane and/or services from other sources. Any additional costs incurred by the City in excess of the costs set forth in Contractor's bid shall be the responsibility of the Contractor. In addition, the Contractor shall be obligated to pay a penalty in the amount of \$1,500.00 each time the Contractor shall fail to make a full delivery in accordance with the automatic delivery schedule, and the Golf Course, may, through the City's Purchasing Agent, terminate the contract upon ten (10) days written notice to the Contractor. NOTE: FAILURE TO SATISFACTORILY MAKE AUTOMATIC DELIVERIES MAY RESULT IN SUSPENSION OF CONTRACTOR FROM CITY'S LIST OF APPROVED BIDDERS.

**TERM OF THE AGREEMENT:**

From July 1, 2010 to June 30, 2011

# NON COLLUSIVE AFFIDAVIT OF BIDDERS

**BID# 3543 – Furnish and Deliver Liquid Propane**

State of ( \_\_\_\_\_ );

County of ( \_\_\_\_\_ ).

I state that I am the \_\_\_\_\_ of \_\_\_\_\_  
(title) (name of firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Bid.

I certify that:

(1) The price and amount on this Bid has been arrived at independently and without consultation, communication, or agreement with any other bidder.

(2) Neither the price(s) nor the amount of this Bid and approximate price(s) nor approximate amount of this Bid has been disclosed to any other firm or person who is a Bidder and that no disclosure of these items will be made prior to the Bid opening.

(3) No attempt has been or will be made to induce any firm or person to refrain from proposing on this Bid, or to submit a Bid higher than this Bid, or to submit any intentionally higher or non competitive Bid.

(4) Neither the said Bidder nor any of its officers, partners, owners, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from Bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of New Britain, owner, or any person interested in the proposed Contract.

(5) The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non competitive proposal.

(6) I state that \_\_\_\_\_ understands and acknowledges that all  
(name of my firm)

representations of this affidavit are material and important, and will be relied on by the City of New Britain in awarding a contract for which this is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of New Britain of the true facts relating to the submission of Bids for this contract. That the City of New Britain also reserves the right to reject our Bid if failure to complete this document, have it notarized and submitted with our Bid documents.

The undersigned Bidder further certifies that this statement is executed for the purpose of including the City of New Britain to consider the Bid and make an award in accordance therewith.

Subscribe and Sworn to me this

\_\_\_\_\_ day of \_\_\_\_\_,  
2010

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Signature and Title of Person

Notary Public  
My Commission Expires

\_\_\_\_\_  
Date

NOTICE TO PROSPECTIVE BIDDERS  
CERTIFICATION REQUIRED

The City of New Britain Code of Ordinances, Sec. 2-575, reads as follows:

Sec. 2-575. Rejection of bid where bidder is in default to city.

The agent shall not accept the bid of a contractor, who is in default on the payment of taxes, licenses or other monies due the city.

The agent shall include in the bid document a form to be executed by a bidder, certifying that said bidder is not in default on the payment of taxes, licenses or other monies due the city.

As used in this section, (1) a "principal" of a contractor shall mean an individual who is a director, an officer, an owner, a limited partner or a general partner; and (2) "default in the payment of taxes" shall mean the failure to pay taxes by the date such taxes are due and payable or the failure to be current with respect to a delinquent taxes payment schedule as set forth in a written agreement with the Tax Collector.

In accordance with this provision, prospective vendors make the following certification:

The principals, as defined above, of the entity submitting responses to Public Bid No. 3543 are: (Please type or print clearly and use additional pages if necessary).

1. Name: \_\_\_\_\_

Local Residence Address (if any) \_\_\_\_\_

Local Mailing Address (if any) \_\_\_\_\_

If a principal, as defined above, is in any local entity other than the entity submitting a response to this Public Bid listed above, state the entity or entity's name(s) and address(es):

Entity's Name \_\_\_\_\_

Local Mailing Address (if any) \_\_\_\_\_

NOTICE TO PROSPECTIVE BIDDERS  
CERTIFICATION REQUIRED

2. Name: \_\_\_\_\_

Local Residence Address (if any) \_\_\_\_\_

Local Mailing Address (if any) \_\_\_\_\_

If a principal, as described above, is in any local entity other than the entity submitting a response to this Public Bid No. listed above, state the entity or entity's names(s) and address(es):

Entity's Name \_\_\_\_\_

Local Mailing Address (if any) \_\_\_\_\_

3. Name: \_\_\_\_\_

Local Residence Address (if any) \_\_\_\_\_

Local Mailing Address (if any) \_\_\_\_\_

If a principal, as defined above, is in any local entity other than the entity submitting a response to this Public Bid No. listed above, state the entity or entity's name(s) and address(es):

Entity's Name \_\_\_\_\_

Local Mailing Address (if any) \_\_\_\_\_

Signature of Principal and their Title of the Entity Submitting this Bid hereby indicates by signing this Notice to Prospective Bidder that the Entity or its Principles as listed herein are not in default on the payment of taxes, licenses, or other monies due to the City of New Britain as of the date of this bid solicitation.

\_\_\_\_\_ Date: \_\_\_\_\_

Review by Tax Collector: (To be completed by the City of New Britain's Tax Collector only if the Bidder is awarded the contract as the result of this Public Bid)

By: \_\_\_\_\_ Date: \_\_\_\_\_



# City of New Britain

New Britain, Connecticut 06051

*"New Britain:  
A City for  
All People"*

27 WEST MAIN ST., NEW BRITAIN, CT 06051

PHONE: (860) 826-3434

FAX: (860) 612-4204

E-MAIL: [jpieper@ch.ci.new-britain.ct.us](mailto:jpieper@ch.ci.new-britain.ct.us)

Date: \_\_\_\_\_, 2010

Subject: Furnish and Deliver of Liquid Propane and Repairs at the Stanley Golf Course,  
Public Bid 3543

To Whom It May Concern:

Specifications for subject bid solicitation are enclosed for your review and response.

If you do not submit a bid, we request that you complete the bottom portion of this letter and return to the writer's attention. This shall assist the City of New Britain in maintaining accurate bidders' lists.

Your cooperation is greatly appreciated.

Very truly yours,

Jack Pieper  
Purchasing Agent

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

We are not responding to subject bid solicitation for the following reason:

- ☐ Our company does not sell the requested product.
- ☐ Our company does not provide the requested service.
- ☐ Our schedule will not allow us to provide the requested service at this time.
- ☐ Other (please explain): \_\_\_\_\_

\_\_\_\_\_

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